

IN THE COURT OF [CIVIL JUDGE (SENIOR DIVISION) / COMPETENT CIVIL COURT], [PLACE]

Civil Suit No. ____ of 20__

MEMO OF PARTIES

[NAME OF PLAINTIFF / FIRM / COMPANY through its authorised signatory], [S/o / D/o / W/o] [NAME OF FATHER / HUSBAND], aged about [__] years, resident of [FULL ADDRESS WITH PIN CODE]... Plaintiff

[NAME OF DEFENDANT], [S/o / D/o / W/o] [NAME OF FATHER / HUSBAND], aged about [__] years, resident of [FULL ADDRESS WITH PIN CODE]... Defendant

**SUIT FOR RECOVERY OF ₹[AMOUNT] (RUPEES [AMOUNT IN WORDS] ONLY)
ALONG WITH PENDENTE LITE AND FUTURE INTEREST AND COSTS**

Respectfully sheweth:

1. That the plaintiff is [DESCRIPTION OF PLAINTIFF — individual / proprietorship / partnership firm / company] carrying on [BUSINESS / PROFESSION] at [ADDRESS].
[If the plaintiff is a firm or company: the suit is filed through [NAME], who is authorised vide [AUTHORITY / RESOLUTION dated __].]
2. That the defendant [approached the plaintiff on [DATE] for / entered into a transaction with the plaintiff for] [SUPPLY OF GOODS / LOAN / SERVICES / OTHER] on the terms that [STATE TERMS — price, credit period, rate of interest, if any].
3. That in pursuance thereof the plaintiff [supplied goods / advanced a sum / rendered services] of the value of ₹[AMOUNT] vide [INVOICES / RECEIPTS / AGREEMENT dated __], copies of which are annexed as Annexure P-1 (colly).
4. That the defendant has paid only ₹[AMOUNT] and a principal sum of ₹[AMOUNT] remains outstanding, as reflected in the statement of account annexed as Annexure P-2.
[The defendant acknowledged the liability on [DATE] vide [DOCUMENT], Annexure P-3.]
5. That despite repeated requests, the defendant has failed to pay the outstanding amount. The plaintiff served a legal notice dated [DATE] (Annexure P-4) by [MODE], which was [received on __ / returned with the report __], but the defendant has neither paid nor replied [or: sent an evasive reply dated __].
6. That the plaintiff is entitled to interest at the rate of [__]% per annum [as agreed between the parties / as is reasonable under Section 34 of the Code of Civil Procedure, 1908] from [DATE] till realisation. The amount claimed is: principal ₹[__] + interest up to the date of filing ₹[__] = ₹[TOTAL].
7. That the cause of action arose on [DATE] when [the goods were supplied / the amount was advanced], on [DATE] when payment fell due, on [DATE] when the legal notice was served, and it is continuing as the amount remains unpaid.
8. That this Court has territorial jurisdiction as [the defendant resides / carries on business / the cause of action, wholly or in part, arose] at [PLACE], within the jurisdiction of this Court. The suit is within the pecuniary jurisdiction of this Court.

9. That the suit is within limitation, being filed within three years from [DATE OF DUE DATE / LAST PAYMENT / ACKNOWLEDGMENT] [Article ___ of the Schedule to the Limitation Act, 1963].
10. That the suit is valued at ₹[AMOUNT] for the purposes of court fee and jurisdiction, and the requisite court fee of ₹[___] has been affixed.
11. That [no other suit or proceeding on the same cause of action is pending or decided / all earlier proceedings and outcomes are disclosed as follows: ___].
12. That the transaction giving rise to the claim was [loan / supply / services / other], concluded on [date] at [place], between [identified parties]. The agreed performance, due date and payment terms were [terms], evidenced by [agreement / purchase order / correspondence, annexure].
13. That the plaintiff performed the obligation by [delivery / transfer / service] on [dates]. The defendant acknowledged receipt or performance by [document and date]. Any objection raised by the defendant and the plaintiff's response were [particulars].
14. That the amount claimed is reconciled as follows: principal ₹[]; payments and credits ₹ []; outstanding principal ₹[]; pre-suit interest ₹[] calculated at [rate] for [period] on the basis of [contract / statute / established usage]. A transaction-wise statement and underlying records are annexed as [].
15. That the applicable limitation article is [], the right to sue accrued on [date and event], and the last date for filing, after lawful exclusions, is []. If relying on acknowledgment or part-payment, its date, signature, timing before expiry and legal effect are [particulars]. A later demand alone is not pleaded as restarting limitation.
16. That this Court has territorial jurisdiction because [specific performance, payment, residence or business facts], and pecuniary jurisdiction because the suit value is ₹[]. [If a commercial dispute of specified value: identify the commercial transaction and compliance with Section 12A of the Commercial Courts Act, or genuine urgent interim relief sought and supporting facts.]
17. That the documents relied upon are listed with their dates, custodians and annexure numbers. Electronic records will be produced with the certificate required by the applicable evidence law. The valuation for court fee is ₹[]; the court fee payable is ₹____, subject to the applicable local law.

It is, therefore, respectfully prayed that a decree for recovery of ₹[AMOUNT] (Rupees [AMOUNT IN WORDS] only) may kindly be passed in favour of the plaintiff and against the defendant, along with pendente lite and future interest at the rate of [___]% per annum from the date of filing of the suit till realisation, with costs of the suit, and any other relief which this Hon'ble Court deems fit in the facts and circumstances of the case.

Place: [PLACE] Date: [DATE]

PLAINTIFF Through [NAME OF ADVOCATE] Advocate Enrolment No. [__]

VERIFICATION

Verified at [PLACE] on [DATE] that the contents of paragraphs 1 to [__] of the above plaint are true and correct to my knowledge, the contents of paragraphs [__] to [__] are based on information received and legal advice, which I believe to be true, and the last paragraph is the prayer to this Hon'ble Court. No part of it is false and nothing material has been concealed therefrom.

PLAINTIFF

Note: Annex: list of documents relied upon (Order VII Rule 14 CPC), list of witnesses, court fee, process fee, and copies for service. For a commercial dispute of the specified value, follow the Commercial Courts Act, 2015 (pre-institution mediation and statement of truth).

IN THE COURT OF [CIVIL JUDGE (SENIOR DIVISION) / COMPETENT CIVIL COURT], [PLACE]

Civil Suit No. ____ of 20__

[NAME OF PLAINTIFF]... Plaintiff

Versus

[NAME OF DEFENDANT]... Defendant

AFFIDAVIT

Affidavit of [NAME OF DEPONENT], [S/o / D/o / W/o] [NAME], aged about [____] years, resident of [FULL ADDRESS WITH PIN CODE].

I, the above-named deponent, do hereby solemnly affirm and declare as under:

1. That the deponent is competent to swear this affidavit and the accompanying [suit / petition / application] has been drafted by counsel on the deponent's instructions. Its contents have been read over and explained in [LANGUAGE], understood by the deponent, and are incorporated as part and parcel of this affidavit; the factual statements are true to the deponent's knowledge or identified records, and legal submissions are based on advice believed to be true.
2. That [no same or similar suit / petition / application on the same cause of action has been filed / the following prior or pending proceedings, outcomes and orders are fully disclosed: ____]. Nothing material has been concealed.

DEPONENT

VERIFICATION

Verified at [PLACE] on [DATE] that paragraphs 1 and 2 above are true and correct to my knowledge and identified records, with legal submissions based on advice believed true. Nothing material has been concealed.

DEPONENT

Note: To be sworn before an Oath Commissioner / Notary Public and stamped as required by the applicable rules.

PREPARATION AND JUDGMENT APPLICATION

Updated 11 October 2026. Complete every material fact, retain only supported alternatives, and renumber before filing. These notes support professional adaptation; they do not supply missing evidence or guarantee relief.

Filing and relief checks. Confirm ordinary suit versus Order XXXVII eligibility; contractual/arbitration clause; authority to sue; Section 80 CPC notice if applicable; commercial pre-institution mediation; complete principal/interest calculation. Seek pendente lite and future interest under Section 34 CPC separately. Do not insert a judgment merely to replace proof of the debt.

Before relying on any authority, compare the material facts, procedural stage, statutory version and precise relief; check subsequent treatment and applicable local practice. Keep the authority note separate from the signed pleading. For criminal procedure, determine Section 531 BNSS savings rather than select the code solely from the alleged offence date.